

CONTRACTOR	BERCOT, INC.		L.W. DAILEY, INC.		JOHN DEHNER, INC.		SHAMBAUGH & SONS, INC.	
CERTIFIED CHECK	EQUAL EMPLOYMENT STATEMENT		X	X	X	X	X	X
NON-COLLUSION AFFIDAVIT			X	X		X	X	X
BID BOND			X	X	X	X	X	X
FINANCIAL STATEMENT			X	X		X	X	X
DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
8" VCP C-700	1,500+ LF		12.85	19275.00	12.00	18000.00	15.87	23,805.00
10" VCP C-700	1,910+ LF		15.90	30369.00	13.40	25594.00	17.75	33,902.50
15" RCP CL IV	390+ LF		25.83	10073.70	19.10	7449.00	24.80	9,672.00
CFW TYPE I-A MANHOLE	12+ EA.		1162.00	13944.00	850.00	10200.00	795.00	9,540.00
CFW TYPE I-A CLEANOUT	2+ EA.		249.75	499.50	200.00	400.00	250.00	500.00
6" "T" or "Y" tap to PL or EL Incl permit (or 6" tapping unit)	41+ EA.		100.00	4100.00	100.00	4100.00	100.00	4100.00
Seeding - 2" Mulch	10,400+ S.Y		.88	9152.00	2.65	26500.00	1.50	15,600.00
Special Backfill	950+ C.Y		7.97	7571.50	9.00	5400.00	9.50	9,025.00
Special #53 or #73 backfill	750+ C.Y		14.31	10732.50	9.75	8287.50	11.50	8,625.00
12" Deep strength asphalt	100+ S.Y		19.20	1920.00	12.00	1200.00	16.00	1,600.00
12" CMP Gage 14 replacement	100+ LF		14.38	1438.00	8.50	850.00	12.25	1,225.00
4" VCP C-700 PIPE REPLACEMENT	100+ LF		7.02	702.00	8.10	810.00	8.90	890.00
6" VCP C-700 PIPE REPLACEMENT	100+ LF		7.56	756.00	9.25	925.00	9.50	950.00
8" VCP C-700 PIPE REPLACEMENT	100+ LF		8.50	850.00	11.25	1125.00	10.50	1,050.00
12" VCP C-700 PIPE REPLACEMENT	100+ LF		10.33	1033.00	13.50	1350.00	13.50	1,350.00
Standard drop connection	10+ VF		91.80	918.00	50.00	500.00	25.00	250.00
6" conc. pavement for drives	94+ SY		14.45	1358.30	21.00	1974.00	12.50	1,175.00
6" stone pavement for drives	100+ SY		4.32	432.00	2.00	200.00	3.50	350.00
8" asphalt for drives	20+ SY		16.74	334.80	10.00	200.00	10.50	210.00
Double chip & seal	1,900+ SY		2.43	4617.00	2.00	3800.00	2.75	5,225.00
1'x4" conc. headwall replacement	2+ EA.		263.25	526.50	250.00	500.00	150.00	300.00
12" CMP Metal end flange	2+ EA.		120.15	240.30	100.00	200.00	75.00	150.00
1"-3" trees by arborist	12+ EA.		112.50	1350.00	250.00	3000.00	250.00	3,000.00
removal & replacement of bushes &								55.00
6" - 8" tree removal	2+ EA.		128.25	256.50	75.00	150.00	90.00	180.00
** CORRECTED EXTENSIONS AND TOTALS								
BY W.P.C.E.								
ENG. EST.								
CONTRACTOR'S TOTAL BID	111,355.00		122,449.60		122,714.50		132,674.50	133,722.92
ADVERTISING COST	40.00		40.00		40.00		40.00	40.00
AREA CONNECTION FEES RES. 61-140-11	8,789.59		8,789.59		8,789.59		8,789.59	8,739.59
HIGHWAY PERMITS & Easements	530.00		530.00		530.00		530.00	530.00
INSPECTION & ENGINEERING	15,000.00		15,000.00		15,000.00		15,000.00	15,000.00
MU-SE	TOTAL ESTIMATE	135,714.59	TOTAL	146,809.19	TOTAL **	149,249.09	TOTAL	157,034.09
								TOTAL 158,082.51

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3  
4 BILL NO. S-77-01- 40

5 SPECIAL ORDINANCE NO. S- 42-77

6 AN ORDINANCE approving a contract  
7 with Bercot, Inc. for construction  
8 of a sanitary sewer in Parkwood  
Place Addition, Resolution No.  
871-1976.

9  
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

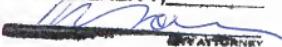
12 SECTION 1. That the contract dated January 10, 1977,  
13 between the City of Fort Wayne, by and through its Mayor and the  
14 Board of Public Works and Bercot, Inc., for:

15 LATERAL #1: Commencing at a proposed manhole located  
16 28+ LF south of and 84+ LF west of the southeast  
17 corner of Lot #31 of Sanibel Acres Addition, Section  
18 "B" as recorded by Plat Book 27, Page 89, and 410+  
19 LF east of the centerline of Hobson Road; thence  
20 southeasterly 390+ LF to a proposed manhole located  
21 20+ LF south of and 55+ LF east of the southeast  
22 corner of Lot #33 of said Sanibel Acres Addition;  
23 thence southerly 365+ LF to a proposed manhole  
located 35+ LF north of the centerline of Trier  
Road and 25+ LF east of the centerline of Captiva  
Court; thence easterly 522+ LF to a proposed man-  
hole located 20+ LF north of the centerline of Trier  
Road and 175+ LF east of the centerline of Ever-  
green Lane; thence southerly 372+ LF to a proposed  
manhole located 5+ LF south of and 4+ LF west of the  
northeast corner of Lot #28 of Parkwood Place Add-  
ition as recorded by Plat Book 24, Pages 19-20.

24 LATERAL #2: Commencing at a proposed manhole located  
25 35+ LF north of the centerline of Trier Road and 25+  
26 LF east of the centerline of Captiva Court; thence  
27 westerly 436+ LF to a proposed manhole located 36+  
28 LF north of the centerline of Trier Road and 20+ LF  
29 west of the centerline of Parish Drive; thence  
30 southerly 478+ LF to a proposed manhole located 5+  
LF north of and 5+ LF east of the southeast corner  
of Lot #5 of said Parkwood Place Addition; thence  
31 westerly 171+ LF and terminating at a proposed man-  
hole located 4+ LF north of and 10+ LF west of the  
32 southwest corner of Lot #5 of said Parkwood Place  
Addition.

33 LATERAL #3: Commencing at a proposed manhole located  
34 35+ LF north of the centerline of Trier Road and  
35 171+ LF east of the centerline of Captiva Court, thence  
southerly 476+ LF to a proposed bulkhead located  
2+ LF north of and 4+ LF west of the southeast  
corner of Lot #20 of said Parkwood Place Addition.

36 APPROVED AS TO FORM  
37 AND LEGALITY,  
38

  
39 ATTORNEY

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3 LATERAL #4: Commencing at a proposed manhole  
4 located  $36\pm$  LF north of the centerline of Trier  
5 Road and  $209\pm$  LF west of the centerline of Captiva  
6 Court, thence southerly  $390\pm$  LF to a proposed  
7 manhole located  $10\pm$  LF south of and  $4\pm$  LF west  
8 of the northeast corner of Lot #12 of said Park-  
9 wood Place Addition.

10 LATERAL #5: Commencing at a proposed manhole  
11 located  $35\pm$  LF north of the centerline of Trier  
12 Road and  $20\pm$  LF west of the centerline of Parish  
13 Drive; thence westerly  $60\pm$  LF to a proposed cleanout  
14 located  $38\pm$  LF north of the centerline of Trier Road.

15 LATERAL #6: Commencing at a proposed manhole locat-  
16 ed  $20\pm$  LF north of the centerline of Trier Road  
17 and  $175\pm$  LF east of the centerline of Evergreen Lane;  
18 thence easterly  $55\pm$  LF to a proposed cleanout locat-  
19 ed  $20\pm$  LF north of the centerline of Trier Road.

20 Said sewer shall be 8", 10" and 15" in diameter.

21 of which the developer shall pay the entire cost except for a  
22 temporary cost to the Sewer Utility of \$46,500.00, of which  
23 \$40,500.00 will be reimbursed when the tap-ins are made and the  
24 remaining \$6,000.00 will be recouped when the unoccupied land is  
25 developed, all as more partiularly set forth in said contract  
26 which is on file in the Office of the Board of Public Works and  
27 si by reference incorporated herein, made a part hereof and is  
28 hereby in all things ratified, confirmed and approved.

29 SECTION 2. This Ordinance shall be in full force and  
30 effect from and after its passage and approval by the Mayor.

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\_\_\_\_\_  
Councilman

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 1-25-77

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (A.M.) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HINGA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HUNTER</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>MOSES</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHIMDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 2-8-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 142-77 on the 8th day of Feb., 1976.

ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock A M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-77-01-40

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with Bercot, Inc., for construction of a sanitary  
sewer in Parkwood Place Addition, Resolution No. 871-1976

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Julius TR  
DSD  
Chicago, IL  
Samuel J. Tolansky  
and S. Gross  
Samuel J. Tolansky

2-8-77 CONCEIVED IN

DATE CHARLES W. HARRIS, CITY CLERK

RECEIVED 1-8-1977 65-96-27 100-177

# CONTRACT AND BOND

**This Agreement,** Made and entered into as of the 10 day of

January 19 77, by and between BERCOT, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

LATERAL #1: Commencing at a proposed manhole located 28+ LF south of and 84+ LF west of the southeast corner of Lot #31 of Sanibel Acres Addition, Section "B" as recorded by Plat Book 27, Page 89, and 410+ LF east of the centerline of Hobson Road; thence southeasterly 390+ LF to a proposed manhole located 20+ LF south of and 55+ LF east of the southeast corner of Lot #33 of said Sanibel Acres Addition; thence southerly 365+ LF to a proposed manhole located 35+ LF north of the centerline of Captiva Court; thence easterly 25+ LF to a proposed manhole located 20+ LF north of the centerline of Trier Road and 175+ LF east of the centerline of Evergreen Lane; thence southerly 372+ LF to a proposed manhole located 5+ LF south of and 4+ LF west of the northeast corner of Lot #28 of Parkwood Place Addition as recorded by Plat Book 24, Pages 19-20

LATERAL #2: Commencing at a proposed manhole located 35+ LF north of the centerline of Trier Road and 25+ LF east of the centerline of Captiva Court; thence westerly 436+ LF to a proposed manhole located 36+ LF north of the centerline of Trier Road and 20+ LF west of the centerline of Parish Drive; thence southerly 478+ LF to a proposed manhole located 5+ LF north of and 5+ LF east of the southeast corner of Lot #5 of said Parkwood Place Addition; thence westerly 171+ LF and terminating at a proposed manhole located 4+ LF north of and 10+ LF west of the southwest corner of Lot #5 of said Parkwood Place Addition.

LATERAL #3: Commencing at a proposed manhole located 35+ LF north of the centerline of Trier Road and 171+ LF east of the centerline of Captiva Court, thence southerly 476+ LF to a proposed bulkhead located 2+ LF north of and 4+ LF west of the southeast corner of Lot #20 of said Parkwood Place Addition.

LATERAL #4: Commencing at a proposed manhole located 36+ LF north of the centerline of Trier Road and 209+ LF west of the centerline of Captiva Court, thence southerly 390+ LF to a proposed manhole located 10+ LF south of and 4+ LF west of the northeast corner of Lot #12 of said Parkwood Place Addition.

LATERAL #5: Commencing at a proposed manhole located 35+ LF north of the centerline of Trier Road and 20+ LF west of the centerline of Parish Drive; thence westerly 60+ LF to a proposed cleanout located 38+ LF north of the centerline of Trier Road.

LATERAL #6: Commencing at a proposed manhole located 20+ LF north of the centerline of Trier Road and 175+ LF east of the centerline of Evergreen Lane; thence easterly 55+ LF to a proposed cleanout located 20+ LF north of the centerline of Trier Road.

Said sewer shall be 8", 10" and 15" in diameter.

12" CMP Metal end flange	One Hundred Twenty Dollars and Fifteen Cents	120.15 ✓
Removal & replacement of bushes & 1" - 3" trees		
by arborist	One Hundred Twelve Dollars and Fifty Cents	112.50 ✓
6" - 8" tree removal	One Hundred Twenty Eight Dollars and Twenty Five Cents	128.25 ✓

for the Following Prices

8" VCP C-700	Twelve Dollars and Eighty Five Cents	\$ 12.85 ✓
10" VCP C-700	Fifteen Dollars and Ninety Cents	15.90 ✓
15" RCP CL IV	Twenty Five Dollars and Eighty Three Cents	25.83 ✓
CFW Type I-A Manhole	One Thousand One Hundred Sixty Two Dollars	1162.00 ✓
6" "T" or "Y" Tap to		
PL or EL incl permit		
(or 6" tapping unit)		
CFW Type I-A Cleanout		
Seeding - 2" Mulch	One Hundred Dollars	100.00 ✓
Special Backfill	Two Hundred Forty Nine Dollars and Seventy	249.75 ✓
Special #53 or #73	Five Cents	.88 ✓
backfill	Eighty Eight Cents	7.97 ✓
12" Deep strength	Seven Dollars and Ninety Seven Cents	
asphalt	Fourteen Dollars and Thirty One Cents	14.31 ✓
12" CMP Gage 14	Nineteen Dollars and Twenty Cents	19.20 ✓
replacement	Fourteen Dollars and Thirty Eight Cents	14.38 ✓
4" VCP C-700 Pipe	Seven Dollars and two cents	7.02 ✓
Replacement	Seven Dollars and Fifty Six Cents	7.56 ✓
6" VCP C-700	Eight Dollars and Fifty Cents	8.50 ✓
Replacement	Ten Dollars and Thirty Three Cents	10.33 ✓
8" VCP C-700 Pipe	Ninety One Dollars and Eighty Cents	91.80 ✓
Replacement	Fourteen Dollars and Forty Five Cents	14.45 ✓
12" VCP C-700 Pipe	Four Dollars and Thirty Two Cents	4.32 ✓
Replacement	Sixteen Dollars and Seventy Four Cents	16.74 ✓
Standard drop	Two Dollars and Forty Three Cents	2.43 ✓
connection		
6" conc. pavement for		
drives		
6" stone pavement	Two Hundred Sixty Three Dollars and Twenty	
for drives	Five Cents	
8" asphalt for	One Hundred Twenty Dollars and Fifteen Cents	
drives		
Double chip and seal		
1'x4' conc. headwall		
replacement		
12" CMP Metal end flange		
Removal & replacement of		
bushes & 1" - 3" trees		
by arborist		
6" - 8" tree removal	One Hundred Twelve Dollars and Fifty Cents	112.50 ✓
	One Hundred Twenty Eight Dollars and Twenty	
	Five Cents	128.25 ✓

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_ BERCOT, INC.

Contractors

as principal and THE CINCINNATI INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED FORTY NINE DOLLARS AND 60/100 (\$ 122,449.60) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said \_\_\_\_\_ BERCOT, INC.,

did on the 5th day of January, 1977 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along \_\_\_\_\_ PARKWOOD PLACE ADDITION SANITARY SEWER, RESOLUTION 871-1976 \_\_\_\_\_

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said \_\_\_\_\_ BERCOT, INC.,  
shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 5th day of January 19 77

BERCOT INC.

(SEAL)

BY: *Paul Bercot Pres.* (SEAL)

THE CINCINNATI INSURANCE CO.

Approved this 10 day of January 19 77

*J. H. C. H. Huff*  
Attorney-In-Fact



*Henry P. Weinberg*  
*Ed W. Danner*  
*May G. Scott*  
Board of Public Works.

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we BERCOT, INC.

as principal and THE CINCINNATI INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED FORTY NINE DOLLARS AND 60/100 (\$ 122,449.60) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 5th

day of January, 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 5th day of January, 19 77

BERCOT, INC. (SEAL)

BY: Paul Bercot, Pres. (SEAL)

THE CINCINNATI INSURANCE COMPANY (SEAL)

Stanley Huff (SEAL)

ATTORNEY-IN-FACT

Approved this 10 day of January, 19 77



Henry J. Weinberg  
Edward J. LaRue  
May G. Scott

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY.

Frank Darr  
CITY ATTORNEY

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision Volume VIII). It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that contractor indemnify and hold harmless City in the premises.

## THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint **H. Stanley Huff, Jr.; Donald F. Campbell and/or Ruth Kramer**

of **Fort Wayne, Indiana**

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

## Any obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

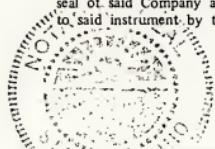
IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its President this 15th day of August 1976.

THE CINCINNATI INSURANCE COMPANY



STATE OF OHIO )  
COUNTY OF HAMILTON ) ss:

President



On this 15th day of August 1976, before me came the above named President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to, said instrument by the authority and direction of said corporation.

HENRY G. BERLON, Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.  
this 5th day of January 19 77.



Robert J. Dreibus  
Secretary and Treasurer

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Bercot, Inc. - Sewer Res. 871-1976DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Contract with Bercot, Inc. in amount of \$122,449.60

provides for construction of a sanitary sewer to serve properties in Parkwood Place  
Addition.

This was the low of four bids received. (SEE ATTACHED TABULATION)

This is a Barrett Law Project for portion of project inside City Limits.

A portion of the proposed construction lies outside the City Limits and will  
service a number of properties in that area. These people will be required to  
tap in within 90 days after construction. The Utility will pay the contractor  
\$46,500.00 for the portion constructed outside the City Limits. They will be reimbursed  
\$40,500.00 when the tap-ins are made. The remaining \$6,000.00 will be recouped  
when the unoccupied land is developed.

EFFECT OF PASSAGE Sanitary sewer service per petition from property ownersEFFECT OF NON-PASSAGE Failure to install sewers where possibleMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Temporary cost to the Sewer

Utility - \$46,500.00

ASSIGNED TO COMMITTEE Grease